

City and County of San Francisco
Sourcing Event ID 000006134 | Dept Contract ID: 21-02

**Formal Request for Qualifications for:
 Bay Area Training and Exercise Program**

This RFQ can be viewed on the City’s Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>



Request for Qualifications Issuance	Friday, October 29, 2021; 12:00 PM PDT
Deadline for Questions	Friday, November 12, 2021; 5:00 PM PST
Deadline to Submit Proposals	Friday, December 3, 2021; 2:00 PM PST
Notice of Intent to Establish a Prequalified Pool of suppliers	Wednesday, December 15, 2021; 5:00 PM PST
Period for Protesting Notice of Intent to Establish a Prequalified Pool of suppliers	Within three (3) business days of the City's issuance of a Notice of Intent to Establish a Prequalified Pool of suppliers.
Contract Administrator:	Karen Tsang Grants Specialist, SFDEM, Bay Area UASI 1663 Mission Street Ste 320, San Francisco, CA uasicontracts@sfgov.org

Attachments

- Attachment 1: City’s Proposed Agreement Terms for each contract awarded to a Contractor selected from the Prequalified Pool
- Attachment 1a: City’s Purchase Order Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: Reserved (LBE Participation and Good Faith Outreach Forms)
- Attachment 5: Written Proposal Template
- Attachment 5a: Proposed Training Information Course Sheet
- Attachment 6: Reserved (Price Proposal Template)
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: Reserved (Sweatfree Ordinance Forms)
- Attachment 10: Bay Area Training and Exercise Program Course Catalog
- Attachment 11: Minimum Qualification Statement and Service Category Selection Form
- Attachment 12: Grant Terms Contract Provisions for Non-Federal Entity Contracts under Federal Awards

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I. INTRODUCTION

A. General

This Request for Qualifications (hereinafter “RFQ” or “Solicitation”) is being issued by the Bay Area UASI Division within the San Francisco Department of Emergency Management (“DEM-UASI”). DEM-UASI is seeking to create a list of qualified suppliers (“Proposers”) for multi-discipline exercises and training courses conducted by subject matter experts in the fields of community preparedness, cybersecurity, public information, law enforcement, fire services, emergency management, emergency medical services, public health, behavioral and mental health, social emotional learning, trauma informed care, threat assessment and management, domestic violent extremism, targeted violence and terrorism prevention, and chemical, biological, radiological, nuclear, and explosive preventive capabilities for the Bay Area Training and Exercise Program (BATEP).

The DEM-UASI shall evaluate Proposals to create a Prequalified Pool of Proposers (“Prequalified Pool”). Proposers prequalified under this RFQ are not guaranteed a contract. The City may use the Prequalified Pool, at its sole and absolute discretion, on an as-needed basis. Project specific terms, along with applicable portions of the Proposer’s Written Proposal and Price Proposal, shall be incorporated into the Proposed Agreement at the time a Proposer is selected from the Prequalified Pool.

B. Creation and Duration of the Prequalified Pool

Proposers meeting the Minimum Qualifications for each Service Category in which they wish to be qualified and scoring a minimum of 71 total points on their Written Proposal shall be added to the Prequalified Pool and eligible for potential contract negotiations (“Resulting Contract”) with the City, on an as-needed basis. A Prequalified Pool list is valid for 2 years but may be extended for up to 2 additional years if re-opened by City in accordance with Section 21.4 of the San Francisco Administrative Code. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this RFQ. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

C. Resulting Contracts

1. Selection of Contractors from the Prequalified Pool

Pursuant to Section 21.4 of the San Francisco Administrative Code, City may select contractors from the Prequalified Pool for Resulting Contracts pursuant to three options, as described below.

- a. Select highest available ranked (if a ranking was done when the pool was created).
- b. Conduct a Request for Quotes or Request for Proposals to the Prequalified Pool from which to make a selection.
- c. For Resulting Contracts that are less than the Minimum Competitive Amount (currently \$706,000 for general services and \$129,000 for commodities and professional services), select a contractor from the Prequalified Pool without any further solicitation. In choosing this option, the department must notify the Prequalified Pool of its selection. The Notice must

specify the commodities and/or services awarded; their cost; and the selected Contractor's unique qualifications for having been selected without a further solicitation. Such notice must be retained for 3 years.

2. Notice of Intent to Award a Resulting Contract to the Prequalified Pool

Except where a contractor was selected without a further solicitation for a contract amount equal to or less than the Minimum Competitive Amount, City shall not issue a Notice of Intent to Award when awarding a Resulting Contract to a contractor from the Prequalified Pool. The City's award of a Resulting Contract to a contractor from the Prequalified Pool is final and not subject to further review.

3. Anticipated Term of Resulting Contracts

A Resulting Contract awarded to the Prequalified Pool shall be non-exclusive, with an original term to be determined at the time of Contract award based on the awarding Department's business needs, but shall not exceed ten (10) years.

4. Anticipated Not to Exceed Amount of Resulting Contracts

The Not-to-Exceed (NTE) amount of a Resulting Contract awarded to the Prequalified Pool shall be determined at the time of Contract award based on the awarding Department's business needs.

5. Indefinite Quantity, As-Needed Resulting Contract

Resulting Contracts awarded to the Prequalified Pool will result in term, indefinite quantities, as-needed contracts. There is no guarantee of a minimum amount of goods or services for any Proposers selected for the Prequalified Pool or for any Resulting Contracts therefrom. Estimated quantities, if any, stated in this RFQ are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this RFQ from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

D. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this RFQ to obtain some or all of the commodities or services to be provided by the Prequalified Pool under the same terms and conditions of any contract awarded pursuant to this RFQ.

E. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested

contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

F. Limitation on Communications During RFQ

From the date this RFQ is issued until the date the competitive process of this RFQ is completed (either by cancellation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this RFQ. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this RFQ – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFQ.

G. RFQ Schedule

The anticipated schedule for this RFQ is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this RFQ or other pertinent information posted in the City’s Supplier Portal.

Proposal Phase	Tentative Date
Request for Qualifications Issuance	Friday, October 29, 2021; 12:00 PM PDT
Deadline for Questions	Friday, November 12, 2021; 5:00 PM PST
Deadline to Submit Proposals	Friday, December 3, 2021; 2:00 PM PST
Notice of Intent to Establish a Prequalified Pool of Suppliers	Wednesday, December 15, 2021; 5:00 PM PST
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Any change or addition to the requirements contained in this RFQ will be executed by a written Addendum to this RFQ. It is the responsibility of the Proposer to check for any Addendum to this RFQ or other pertinent information posted on the City’s Supplier Portal https://sfcitypartner.sfgov.org/pages/index.aspx .	

H. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City’s Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector’s Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector’s Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.

- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City’s Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

I. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this RFQ to the Contract Administrator whose name and contact information appears on the cover page of this RFQ. Proposers who fail to submit questions concerning this RFQ and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this RFQ no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City’s Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5” on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must email their proposals to uasicontracts@sfgov.org. Proposals must be received no later than Friday, December 3, 2021 at 2:00 PM PST. Sent times will not be considered, please allow for time to send large emails to ensure the proposal is received by the deadline. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this RFQ is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

J. Proposal Selection

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

K. Contract Terms and Negotiations

In the event a Proposer is selected from the Prequalified Pool established pursuant this RFQ, the successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City’s Proposed Agreement Terms. **The Proposed Agreement Terms are not subject to negotiation.** However, the Scope of Work and Price Proposal appendices to the Proposed Agreement shall be updated at the time a Proposer is selected from the Prequalified Pool established pursuant this RFQ.

L. Protest Procedures for Protesting the Creation of the Prequalified Pool

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Prequalified Pool

Within three (3) business days of the City's issuance of a Notice of Intent to name the Proposers selected for the Prequalified Pool established pursuant this RFQ, a Proposer may submit a written Notice of Protest of the Proposers selected for the Prequalified Pool established pursuant this RFQ. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this RFQ and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

II. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this RFQ and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this RFQ contained in Attachment 1, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this RFQ are set forth below and in Attachment 1, City’s Proposed Agreement Terms.

2. Reserved (Administrative Code Chapter 12X)

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool may not, if awarded a contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a Resulting Contract awarded pursuant to this RFQ.*

B. Reserved (Prevailing Wage Ordinance)

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool, if awarded a contract, shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this RFQ chooses to offer the health plan option, such health plan shall meet the minimum standards are set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a Resulting Contract awarded pursuant to this RFQ.*

D. Minimum Compensation Ordinance

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool shall, if awarded a contract, comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this RFQ shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this RFQ is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a Resulting Contract awarded pursuant to this RFQ.*

E. First Source Hiring Program

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool shall, if awarded a contract, comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a Resulting Contract awarded pursuant to this RFQ.*

F. Reserved (Sweatfree Procurement)

G. Other Social Policy Provisions

Attachment 1, City’s Proposed Agreement Terms, identifies the City’s applicable social policy provisions related to a contract awarded pursuant to a Proposer from the Prequalified Pool of Proposers resulting from this RFQ. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

III. RESERVED (LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS)

IV. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This RFQ is being issued to create a Prequalified Pool of suppliers to provide training courses and exercises to the Bay Area Training and Exercise Program (BATEP). The intent is to solicit and qualify multiple vendors who can deliver a broad range of training courses and multi-discipline exercises as detailed in the following Service Categories. Some training courses and exercises funded by the Bay Area UASI must satisfy the Department of Homeland Security (DHS) terrorism nexus requirement, and the BATEP objectives. Upon contract award, the selected vendors will be responsible for working with members of the BATEP and/or UASI Management team and representatives from jurisdictions within the region to deliver the requested training, social emotional learning solution, and/or exercises.

Proposers should identify which of the two service categories they are submitting qualifications for. Proposers may qualify for both the Training Courses and Exercises service categories.

1. Service Category A: Training Courses

BATEP requires a broad range of public safety training courses, evidenced-based social emotional learning programs for schools, and community resilience services for faith based and community-based organizations provided by subject matter experts and/or recognized professionals. Proposers shall possess all necessary licenses, permits, and/or professional certifications required to provide training events within the relevant public safety disciplines. All training, programs, and services funded by the Bay Area UASI must meet local, state, and federal laws and guidelines, may be subject to an Institutional Review Board Review and audit, and some public safety training must be approved by the California Governor’s Office of Emergency Services (Cal OES) prior to conduct.

Tasks within this service category may include, but are not limited to:

- a. Preparation, facilitation, and evaluation of specified training courses at various locations / venues in the Bay Area region or virtually
- b. Development of customized curriculum for Bay Area governments and their partners for on-line and in-person delivery
- c. Provision of course materials to participants and BATEP (i.e. student manuals, instructor guides, hand-outs, pre- and post-evaluation tools, course syllabus and/or written curriculum)
- d. Development of course flyers to solicit participants
- e. Management of course participant roster. This may include verifying registered participants have completed any required pre-requisites and/or verifying participants have completed the course.
- f. Distribution, collection, and analysis of completed course evaluation forms
- g. Build-in mechanisms to use data and performance metrics to conduct pre- and post- training skill and gap assessments, and develop reports and infographics to help evaluate attendee participation, jurisdiction participation, instructor performance, and course impact to include Kirkpatrick's levels of evaluation (reaction, knowledge transfer, application, and return on investment (if possible)) before and after training to demonstrate that the training delivered met objectives and addressed unmet needs/gaps.
- h. Implementation of course improvements based on feedback

Please refer to Attachment 10 – Bay Area Training and Exercise Course Catalog for an example of courses currently available through this program. BATEP intends to maintain this course catalog and add new course offerings within the following public safety disciplines. Some anticipated training priorities are listed below.

BATEP Public Safety Disciplines & Select Anticipated Training Priorities	
a. Law Enforcement / Tactical	
b. Targeted Violence and Terrorism Prevention	<p>Targeted Violence and Terrorism Prevention training and healthy activities for youth, community-based organizations, schools, juvenile probation and parole, attorneys, licensed counselors, social workers, LMFTs, psychologists, county mental health/behavior health, school resource officers, school nurses, and law enforcement entities including:</p> <ul style="list-style-type: none"> • Police Activity League Programs • Camp Leadership, Equity, Access, and Diversity (Camp LEAD) • Anti-Bullying • Anti-Hate • Suicide Prevention • Teen Drug Trends and Strategies

- Social Media Use and Cyberbullying
- Trauma Informed Schools
- Understanding the Needs of Special Education Students – De-escalation Techniques
- Technology and School Security
- The Mind of a School Shooter: Why Teens Attack
- Bullying Prevention and Intervention: What Works in Building School Culture
- Individual Officer Engagement: Strategies to Stop a Mass Casualty Incident
- Stopping the Unthinkable: Threat Assessment and Management
- Recovering from tragedy: after an incident
- The Positive School Campus
- From Risk to Resiliency
- Commercial Sexual Exploitation of Children: Warning Signs for Educators and Law Enforcement
- Connecting All Students – Reducing Truancy and Drop Out in the Post Covid School
- The Model School Resource Officer Program a Link to Social Justice
- Restorative and Transformative Discipline
- International Restorative Practices. (IRP)
- Training on how to combat on-line radicalization
- School Threat Assessment and Management Team Training
- Training on how to mitigate the Opiate Crisis (awareness, prevention/mitigation, resources)
- Social emotional learning programs for youth
- Mental Health Awareness through film and art
- Coaching, mentoring, tutoring, leadership, and counseling programs for Bay Area youth
- Targeted Violence and Terrorism Prevention for School Counselors

c. Domestic Violence Extremism Prevention and Counterterrorism Efforts

- Train-the-Trainer for Community Awareness Briefings, awareness of Domestic Terrorism radicalization for faith-based organizations and non-profit organizations
- Mental health services as a coaching, deprogramming, de-radicalization, and post incident strategy
- TLO Basic; Preventing Violent Extremism (PVE) I; PVE II
- Behavioral Threat Analysis (BTA) I; BTA II
- Domestic Violent Extremism Indicator

- Gun Violence Restraining Order
- How to Build a Crime Gun Intelligence Center
- Best practices for firearms submission
- Training on including Privately Made Firearm data fields in RMS/CMS
- Trainings for Social Media companies and fusion centers to identify, report, and process threats to life
- Media Literacy and On-Line critical thinking training
- Countering Radicalization On-Line

d. Fire Service

- All-Hazard Incident Management Team (AHIMT) professional development and training (e.g. O-305) including ICS, AH, S, L and O type courses
- Hazardous Materials Awareness, Operations, Technician, Specialist and Safety Officer
- Rescue Systems including rope, confined space, structural collapse, open water, and river & flood

e. Emergency Medical Services

g. Emergency Management

- Commodity Points of Distribution (C-PODs)
- Logistics training incorporating links between damage / needs assessments, logistics management, and volunteer / donations management
- Emergency procurement protocols and best practices for local government

h. Emergency Preparedness for Community Based Organizations

- Community organizations and government coordination
- COOP for non-profits
- Donations Management
- Volunteer Management
- Understanding ICS
- Supply Chain Resilience

i. Public Health / Mental / Behavioral Health

- Mental Health Resiliency
- Disaster Shelter Training for Nurses
- Evidenced Based Training Programs and Social Emotional Learning programs that mitigate risk factors for youth
- Psychological First Aid

j. Cybersecurity and Cyber Resilience

- End-user security awareness

<ul style="list-style-type: none"> • Phishing awareness • Email and Anti-Phishing • Ransomware Attacks • Social engineering • Mobile devices and working remotely • Data Protection and privacy • Cybercrime • Digital forensics • Cyber incident response • Cyberterrorism • Cybersecurity of operational technology • Industrial Control Systems • Insider Threat Mitigation
k. Public Information
l. Operational Communications / Radio Interoperability
m. Fusion Center Analytical and Operational Capabilities
<p>n. Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) including PRND</p> <ul style="list-style-type: none"> • Regional information sharing for CBRNE materials out of regulatory control and emergencies • Chemical/Biological (CB) detection, screening, and response • Radiological/Nuclear (RN) detection, screening, and response • High-Yield Explosives (E) detection, screening, and response

2. Service Category B: Exercises

BATEP provides a broad range of multi-discipline exercises that are designed, conducted, and evaluated by subject matter experts and/or recognized professionals. Exercises funded by the Bay Area UASI grant must adhere to the Homeland Security Exercise and Evaluation Program (HSEEP) guiding principles.

Tasks within this service category may include, but are not limited to:

- a.** Engagement with local stakeholders to exercise and evaluate plans, and design, develop, conduct, and evaluate region-wide seminars, workshops, tabletop exercises, functional and/or full-scale exercises. Exercise focus areas may include but are not limited to:
 - Critical Transportation (Full Scale Exercise)
 - Pandemic Preparedness Exercise Series (TTX / Functional / Full Scale)
 - Cyber Resilience

- Chemical-Biological (CB)
 - Radiation-Nuclear (RN)/Preventative RN Detection (PRND)
 - High-Yield Explosives (E)
 - All-Hazard Incident Management Team
 - Hazardous Materials Response
 - Rescue Systems
 - Maritime/Water Rescue
 - Critical Incident Response (for patrol officers)
 - Activation of Emergency Operations Centers
 - Regional Coordination
 - Communications/ Radio interoperability
 - Supply chain resilience
 - Commodity distribution
 - Pandemic Response
 - Public Private Partnerships
 - Public Health Emergency Preparedness
 - Debris Management
 - Public Health Preparedness
 - School Threat Assessment and Management
 - Targeted Violence Incident Prevention, Response and Recovery
 - Bomb Arson Tracking
 - Virtual Reality
- b.** Integration of Bay Area agencies into regional, state, and federal exercises
- c.** Facilitation of multi-agency, multi-disciplinary planning teams representing diverse organizational structures including cities, counties, and special districts of varying sizes, roles, and capacity
- d.** Stakeholder outreach, management, and meeting facilitation to ensure inclusive and appropriate local, state, and federal multi-agency, multi-discipline engagement in the exercise design, conduct, simulation, and evaluation given a particular incident scenario, scope, and impact.
- e.** Development of a cyber exercise regime to test and evaluate the following:
- Bay Area Cyber Incident Response Plan
 - Technology Recovery Plans
 - Elections Security Strategies
 - Cybersecurity and Medical Health
 - Virtual Security Operations Center Capabilities
- f.** Provision and customization of a virtual exercise design and delivery platform that recreates a virtual environment for PIO's, cybersecurity, emergency management, and security education (i.e.

allowing players to interact with virtual reality and/or simulated media). Exercises / tasks may include but are not limited to:

- Hands-on capture the flag exercises
- Team-based crisis simulation exercises
- Regional real-time simulation exercises
- Public information simulated media exercises
- Real-time exercise support through facilitation, hints, or expert assistance.

- g.** Preparation of workshop/seminar summary reports, infographics, exercise after action and/or corrective action reports
- h.** Design, coordination, delivery, and evaluation of multi-day conferences, symposiums, and capstone exercise series (i.e. the Bay Area UASI annual Public Safety Preparedness Summit). Tasks may include but are not limited to:
 - a. Marketing, invitations, and registration – development and implementation of an outreach strategy to promote registration and ensure inclusive and appropriate engagement, graphics and visuals, and coordination with registrants
 - b. Conference planning – development of the conference program, identification and coordination of panel sessions and keynote speakers
 - c. Conference facilitation and conduct – on-site leadership and support to ensure a smooth run of show (i.e. master of ceremonies, panel facilitators, alert/warning subject matter experts, note takers, registration staff)
 - d. Conference summary – development of a summary report capturing successes, challenges, and recommendations for improvement.
 - e. Logistics coordination and procurement – identification and contracting with a conference venue, refreshments, signage, registration materials, etc.

B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Proposal in response to this RFQ, Proposers must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth in Attachment 1, Proposed Agreement Terms and Attachment 12, Grant Terms Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

C. Articles Furnished

Articles and services delivered in accordance with contracts awarded pursuant to this RFQ must comply with applicable laws, ordinances and other legal requirements.

- D. Reserved (Alternates)**
- E. Reserved (Samples)**
- F. Freight on Board and Shipping Costs**

Goods shall be shipped Freight on Board, to any destination named in a Purchase Order issued by City against a Resulting Contract awarded to a Contractor in the Prequalified Pool. The cost of shipment must be incorporated into the offered unit costs.

G. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this RFQ, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this RFQ comply with the City’s Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City’s Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this RFQ.

V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	30 Points
Written Proposal	70 Points
TOTAL POINTS	100

VI. REQUIRED SUPPORTING DOCUMENTATION

Proposers must provide each Required Supporting Documentation (“RSD”) identified below with their Proposal. Failure to do so may result in the Proposal being deemed Non Responsive.

RSD1	Evidence that Proposer is 12B compliant or likely to become compliant within 30 days.
RSD2	<p>Completed Proposal Attachments:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attachment 1: Proposer’s Changes to City’s Proposed Agreement Terms <input type="checkbox"/> Attachment 1a: City’s Purchase Order Terms <input type="checkbox"/> Attachment 2: Proposer Questionnaire and References <input type="checkbox"/> Attachment 3: CMD Form 3 <input type="checkbox"/> Attachment 4: Reserved (LBE Participation and Good Faith Outreach Forms) <input type="checkbox"/> Attachment 5: Written Proposal Template <input type="checkbox"/> Attachment 5a: Proposed Training Information Course Sheet (if applicable) <input type="checkbox"/> Attachment 6: Reserved (Price Proposal Template) <input type="checkbox"/> Attachment 7: First Source Hiring Form <input type="checkbox"/> Attachment 8: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 9: Reserved (Sweatfree Ordinance Forms) <input type="checkbox"/> Attachment 10: Bay Area Training and Exercise Program Course Catalog <input type="checkbox"/> Attachment 11: Minimum Qualification Statement and Service Category Selection Form

	<input type="checkbox"/> Attachment 12: Grant Terms Contract Provisions for Non-Federal Entity Contracts under Federal Awards
RSD3	Signed copies of all RFQ Addenda, if any.
RSD4	<p>Non Profit Entities: If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L and include in its Proposal:</p> <p>(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.</p> <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.</i></p>

VII. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates the Minimum Qualification (MQ) listed below has been met. Each Proposal will be reviewed for determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications. Additional Minimum Qualifications may be requested at time of contractor selection depending on FEMA Core Capabilities and Department of Homeland Security grant requirements, and scope specifications.

For each service category the Proposer wishes to be qualified for, the Proposer must describe two (2) projects i.e., trainings, exercises, programs, or services as listed in Section IV A.1-2 GOODS AND/OR SERVICES of similar size and scope previously managed by the Proposer within the last seven (7) years. Projects may be used to satisfy the Minimum Qualification requirement for multiple Service Categories. Proposers must use the Attachment 11, Minimum Qualification Statement and Service Category Selection Form to submit their project details and identify which Service Category they wish to be qualified for. At a minimum, project overviews to satisfy the MQs should include:

- a. Project name;
- b. Brief project description. Additional details can be provided under Firm Qualifications / Prior Projects;
- c. Dates when the project was performed;
- d. Project costs;
- e. Proposer’s role and responsibilities in the project;
- f. Proposer’s performance on delivering the project on schedule and on budget;
- g. Proposer staff members who worked on the project; and
- h. Client name and contact info.

MQ #	Description
MQ1	Proposer shall have provided delivery of two (2) trainings, exercises, programs, or services as listed in Section IV A.1-2 GOODS AND/OR SERVICES in the last seven (7) years immediately preceding the issuance of this RFQ. Submitted examples must demonstrate similar services to those requested in this RFQ. If applying for both the training and exercise prequalified vendor pools, Proposer must submit two (2) examples of applicable training delivery AND two (2) examples of applicable exercises conducted.

VIII. PRICE PROPOSAL (30 POINTS)

Respondents must submit a fee proposal listing the training / exercise name, labor category, discipline, and hourly rate of all staff members anticipated to conduct services for DEM-UASI. The fee proposal may be subject to negotiation upon contract award. The City reserves the right to accept other than the lowest priced offer and to reject any submittals that are not responsive to this request.

IX. WRITTEN PROPOSAL (70 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this RFQ, Proposers shall also submit a Written Proposal consisting of each item set forth in **Attachment 5, Written Proposal** and, if applicable, **Attachment 5a, Proposed Training Course Information Sheet** to the service category(ies) in which Proposer is applying to prequalify.

X. RESERVED (ORAL INTERVIEWS)

XI. INSURANCE AND BONDS

A. Insurance

In the event a Proposer is selected from the Prequalified Pool established pursuant this RFQ, and prior to award of a Contract, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Attachment 1, City’s Proposed Agreement Terms.

B. Reserved (Performance Bond)

C. Reserved (Fidelity Bond)

D. Failure to Provide Insurance and/or Bonds

In the event a Proposer is selected from the Prequalified Pool established pursuant this RFQ, and prior to award of a Contract, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer’s surety and collect on the Proposer’s bond (or the check

accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Reserved (Cybersecurity Risk Assessment)

B. RFQ Errors and Omissions

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the City, in writing and to the RFQ contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

C. Objections to RFQ Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFQ, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. RFQ Addenda

The City may modify this RFQ, prior to the Proposal due date, by issuing an Addendum to the RFQ, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all RFQ Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all RFQ Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject RFQ.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

E. Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for the duration of the Prequalified Pool established pursuant to this RFQ. Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the duration of the Prequalified Pool established pursuant to this RFQ..

F. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same

manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

G. Proposal Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the RFQ or excuse the Proposer from full compliance with the specifications of this RFQ or any contract awarded pursuant to this RFQ.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this RFQ. Proposers acknowledge and agree that their submissions in response to this RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

If a Resulting Contract awarded to the Prequalified Pool has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to a solicitation made to the Prequalified Pool may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to a solicitation made to the Prequalified Pool, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code Section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the contract awarded to a Proposer in the Prequalified Pool of Proposers. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\)](#)

[252-3100](https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-Proposer-and-potential-Proposer) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-Proposer-and-potential-Proposer>.

J. Reservations of Rights by the City

The issuance of this RFQ does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the RFQ;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that the subject goods or services are no longer necessary.

K. No Waiver

No waiver by the City of any provision of this RFQ shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this RFQ.

L. Other

1. The City may make such investigation, as it deems necessary, prior to the creation of the Prequalified Pool or the award of a contract to a Proposer in the Prequalified Pool to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this RFQ;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Contract; and
 - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this RFQ within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.